

GULF SEAPORTS MARINE TERMINAL CONFERENCE

THIS AGREEMENT entered into as of the 1st day of
January, 1988 by and between:

BOARD OF COMMISSIONERS OF THE PORT OF NEW
ORLEANS, an agency of the State of Louisiana,
having its principal offices in the City of New
Orleans, Louisiana;

BOARD OF COMMISSIONERS OF LAKE CHARLES HARBOR
AND TERMINAL DISTRICT, a political subdivision of
the State of Louisiana, having its principal of-
fices in the City of Lake Charles, Louisiana;

GREATER BATON ROUGE PORT COMMISSION, an ex-
ecutive department of the State of Louisiana,
having its principal offices in the City of Port
Allen, Louisiana;

ORANGE COUNTY NAVIGATION AND PORT DISTRICT OF
ORANGE, TEXAS, a body politic of the State of
Texas having its principal offices in Orange
County, Texas;

MISSISSIPPI STATE PORT AUTHORITY AT GULFPORT,
an agency of the State of Mississippi having its
principal offices in Gulfport, Mississippi;

PORT OF BEAUMONT NAVIGATION DISTRICT OF
JEFFERSON COUNTY, TEXAS, a body politic of the



State of Texas having its principal offices in
Beaumont, Texas;

PORT OF HOUSTON AUTHORITY OF HARRIS COUNTY,
TEXAS, a governmental agency and body politic of
the State of Texas, having its principal offices
in Harris County, Texas;

THE BOARD OF TRUSTEES OF THE GALVESTON
WHARVES, having its principal offices in
Galveston, Texas;

ALABAMA STATE DOCKS DEPARTMENT, an agency of
the State of Alabama, having its principal offices
in Mobile, Alabama;

SOUTH LOUISIANA PORT COMMISSION, a unit of
local government of the State of Louisiana, having
its principal offices in LaPlace, Louisiana;

BOARD OF NAVIGATION AND CANAL COMMISSIONERS
OF THE BROWNSVILLE NAVIGATION DISTRICT OF CAMERON
COUNTY, TEXAS, a governmental agency and body
politic of the State of Texas, having its princi-
pal offices in Brownsville, Texas;

BOARD OF NAVIGATION AND CANAL COMMISSIONERS
OF THE PORT OF PORT ARTHUR NAVIGATION DISTRICT OF
JEFFERSON COUNTY, TEXAS, a governmental agency and
body politic of the State of Texas, having its
principal offices in Port Arthur, Texas;

BOARD OF COMMISSIONERS OF THE TAMPA PORT AUTHORITY OF HILLSBOROUGH COUNTY, FLORIDA, a body politic and corporate under and by virtue of the laws of the State of Florida, having its principal offices in Tampa, Florida;

PORT OF PENSACOLA, a department of the City of Pensacola, Florida, under and by virtue of the laws of the State of Florida, having its principal offices in Pensacola, Florida;

PANAMA CITY PORT AUTHORITY, an agency of the City of Panama City, Florida, under and by virtue of the laws of the State of Florida, having its principal offices in Panama City, Florida;

BRAZOS RIVER HARBOR NAVIGATION DISTRICT OF BRAZORIA COUNTY, TEXAS, a governmental agency and body politic of the State of Texas, having its principal offices in Brazoria County, Texas; and,

PORT OF CORPUS CHRISTI AUTHORITY, a governmental agency and body politic of the State of Texas, having its principal offices in Corpus Christi, Texas.

W I T N E S S E T H:

WHEREAS, each of the parties hereto is a public agency or body politic of a state bordering the Gulf Coast of the United States and owns, administers and/or operates

public wharves and other terminal facilities within the limits of their respective ports, and carries on the business of furnishing wharves, docks, warehouses, or other terminal facilities in connection with a common carrier by water in foreign commerce and in interstate commerce on the high seas; and

WHEREAS, it is the desire of the parties hereto to enter into an agreement, pursuant to the provisions of section 15, Shipping Act of 1916, as amended, and section 5 of the Shipping Act of 1984, for the purpose of establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at their respective ports;

NOW THEREFORE, in consideration of the benefits, advantages and privileges to be severally and collectively derived from this agreement, the parties hereto do hereby associate themselves into an organization which shall be known as GULF SEAPORTS MARINE TERMINAL CONFERENCE (hereinafter sometimes called "Conference"), and do hereby further agree as follows:

(1) To consult with one another with relation to, and to establish, port terminal rates and charges and rules and regulations for or in connection with services and facilities, including, but not limited to, wharfage (tollage), dockage, sheddage, free time, demurrage, usage, storage,

handling, loading and unloading, licenses, preferential assignments, and other privileges, charges, classifications, rules, regulations and practices. It is expressly understood that the parties hereto may limit this agreement to the establishment of one rate, rule or regulation of a singular and particular character, as it may from time to time determine.

(2) This agreement or any modification thereof, shall be filed with the Federal Maritime Commission (hereinafter sometimes referred to as "Commission"), its successors or assigns, pursuant to the requirements of the Shipping Act of 1916, as amended, and the Shipping Act of 1984, and shall not become effective until the requirements of these Acts and the Commission's rules have been satisfied.

(3) The parties hereto shall elect from their membership a Chairman, a Vice Chairman and a Secretary-Treasurer. These officers shall be the officers of the Conference and shall serve without compensation from year to year or until their successors have been duly elected and installed into office. It shall be the duty of the Chairman to preside at all meetings of the Conference. In the absence of the Chairman it shall be the duty of the Vice Chairman to perform the duties of the Chairman.

The parties hereto may employ an Executive Secretary who, under the supervision of the Conference Chairman, shall perform such duties as said Chairman may direct.

(4) The rates, charges, classifications, rules, regulations and practices, and any changes therein, adopted pursuant to this agreement, shall be published in the respective tariffs of the parties hereto and be filed by each party with said Commission pursuant to the provision of 46 CFR, Part 515. No changes in said tariffs, rates, charges, classifications, rules, regulations and practices, adopted pursuant to this agreement, shall be made without prior notice of such changes to the members of the Conference.

(5) The joint business of the parties hereto may be carried out at full Conference meetings held at the request of the Chairman or of any of the parties hereto at such place, date and time as may be mutually agreed upon by said parties. Such meetings may also be carried out by telephone or oral polls.

All actions under this agreement shall be by unanimous vote of the parties, subject, however, to the provisions of paragraph 12 hereof.

(6) The Conference shall, through its Chairman or Executive Secretary, file with the Commission a report of all meetings, describing all matters within the scope of the agreement which are discussed or taken up at any such meeting, telephone or oral poll, and shall specify the action taken with respect to each such matter. If final action is taken by telephone or personal polls of the membership, a report describing each matter so considered and the action

taken with respect thereto, shall be filed with the Commission.

Such reports shall be filed with the Commission within 30 days after such meetings, telephone or personal polls.

(7) A record of the vote on each question voted on shall be retained by the parties for at least two years. These records may be retained by the Conference Chairman.

(8) All reports or circulars, in whatever form, distributed to the parties, which relate to matters within the scope of this agreement shall be retained by the parties hereto for at least two years. This record may also be retained by the Conference Chairman.

(9) Any user of the services or facilities of the members of the Conference or any other interested party desiring a hearing before the Conference with regard to rates, charges, rules and regulations contained in the respective tariffs of the parties hereto, adopted and filed pursuant to this agreement, may apply for and shall be granted a hearing thereon before appropriate representatives of the Conference.

Shippers' requests and complaints with respect to any such rates, charges, rules and regulations and/or practices, adopted pursuant to this agreement, may be made by filing a statement thereof with the Chairman of the Conference, or with the director of any one of the members of the

Conference at the address published in the respective tariffs of said members.

The Conference Chairman shall promptly give notice by mail to such shipper or complainant of the docketing of the matter and of the date of the proposed meeting of the members of the Conference at which the subject will be considered. If said shipper or complainant desires to be heard, he shall make request therefor upon the Chairman of the Conference in advance of the meeting.

The parties hereto shall publish in their respective tariffs full instructions as to where and by what method shippers may file such requests and complaints, as well as any and all changes made in such instructions.

The Conference Chairman shall maintain for a period of two years a complete record of requests and complaints filed by shippers or complainants.

(10) Any expense incurred in carrying out this agreement shall be prorated among the parties hereto as they shall from time to time determine.

(11) Any party hereto shall have the right to withdraw from this agreement provided that written notice of such withdrawal is given to the other members at least 60 days in advance of the intended date of withdrawal. During the period before the effective date of such withdrawal, the withdrawing party agrees to be bound by all of the provisions of this agreement. The withdrawing party also shall

remain liable for all dues or assessments outstanding against it.

(12) With respect to any actions to be taken or procedures to be followed under this agreement, any party hereto, after five days' written notice to the other members of the Conference, may take action or follow procedures independent of those agreed upon.

(13) Any person, firm or corporation engaged in the business of furnishing wharves, docks, or other marine terminal facilities in connection with a common carrier by water within the meaning of Title 46, Section 801, U.S.C.A., as amended, or giving substantial and reliable evidence of intention to so engage at seaports in the Gulf Coast area, may become a member of this Conference upon the approval of the parties hereto, by affixing the proper signature to this agreement, or a counterpart thereof. Notice of admission to membership shall be promptly forwarded to the Commission. Every application for membership shall be acted upon promptly. No applicant shall be denied admission except for just and reasonable cause, and advice of any denial of admission to membership, together with a statement of the reasons therefor, shall be furnished promptly to the Commission by the Conference Chairman.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed, in multiple copies, by their

respective officers, thereunto duly authorized, as of the day, month and year hereinabove first written.

There follows on separate pages, duly executed and acknowledged signatures of authorized officials of each member party hereto.

THIS AGREEMENT, executed as of the 24th day of June, 1988, by the BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS, LOUISIANA, a unit of local government of the State of Louisiana, herein represented by and through its Executive Port Director-General Manager, J. RON BRINSON, herein duly authorized by resolution adopted by said agency on the 21st day of June, 1988, certified copy of which is annexed hereto.

WITNESSES:

BOARD OF COMMISSIONERS OF
THE PORT OF NEW ORLEANS

Sharon U. Orndel

J. Ron Brinson

J. RON BRINSON
Executive Port Director-
General Manager

Kenneth S. Parker

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally appeared J. RON BRINSON, who after being duly sworn said that he is the Executive Port Director-General Manager of the BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS and that he signed the foregoing for and on behalf of that Board as he was duly authorized to do on this 24th day of June, 1988.

WITNESSES:

BOARD OF COMMISSIONERS OF
THE PORT OF NEW ORLEANS

Sharon U. Orndel

J. Ron Brinson

J. RON BRINSON
Executive Port Director-
General Manager

Kenneth S. Parker

Joseph W. Fritz, Jr.
NOTARY PUBLIC

JOSEPH W. FRITZ, JR.

THIS AGREEMENT, executed as of the 12th day of August, 1988, by Board of Commissioners of Lake Charles Harbor and Terminal District, a political subdivision of the State of Louisiana, herein represented by and through its President, Charles W. Johnson herein duly authorized by resolution adopted by said political subdivision of Lake Charles on the 8th day of August, 1988, certified copy of which is annexed hereto.

WITNESSES:

Bernadette L. Couville
Virginia G. Shipp

BOARD OF COMMISSIONERS OF LAKE
CHARLES HARBOR AND TERMINAL
DISTRICT

By

Charles W. Johnson
Charles W. Johnson, President
Board of Commissioners
Lake Charles Harbor and Terminal
District

STATE OF Louisiana

COUNTY (PARISH) OF Calcasieu

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Louisiana, personally came and appeared Charles W. Johnson, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said Lake Charles Harbor & Terminal District, as he was duly authorized to do, for the objects and purposes therein set forth.

Sharon L. Edwards
Notary Public in and for
the State of Louisiana

My commission expires at death.

THIS AGREEMENT, executed as of the 15th day of MARCH, 1988 by the Greater Baton Rouge Port Commission, a political subdivision of the state of Louisiana, herein represented by and through its Executive Director, Gary K. Pruitt, herein duly authorized by resolution adopted by said political subdivision of the state of Louisiana on the 14th day of MARCH, 1988, certified copy of which is annexed hereto.

WITNESSES:

GREATER BATON ROUGE PORT COMMISSION

Patricia E. Emanuel
Alvin J. Ouzg

By Gary K. Pruitt
Gary K. Pruitt
Executive Director

STATE OF Louisiana

COUNTY
(PARISH) OF West Baton Rouge

BEFORE ME, the undersigned authority, a Notary Public in and for the state of Louisiana, personally came and appeared GARY K. PRUITT, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said GREATER BATON ROUGE PORT COMMISSION, as he was duly authorized to do, for the objects and purposes therein set forth.

J. Barry Wilk
Notary Public in and for the
state of Louisiana

My commission is for life.

THIS AGREEMENT, executed as of the 8th day of February, 1988, by the Orange County Navigation and Port District of Orange, Texas, herein represented by and through its Port Director, Joe J. Romano, herein duly authorized by resolution adopted by said body politic of Orange County, Texas, on the 8th day of February, 1988, certified copy of which is annexed hereto.

WITNESSES:

ORANGE COUNTY NAVIGATION AND
PORT DISTRICT OF ORANGE, TEXAS

M. R. Coody

Theresa Gimerson

BY

Joe J. Romano
Port Director

STATE OF TEXAS:

COUNTY OF ORANGE:

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared Joe J. Romano, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said Orange County Navigation and Port District, as he was duly authorized to do, for the objects and purposes therein set forth.

Carolyn Barfield
Notary Public in and for
the State of Texas

My commission expires 8-31-91.

THIS AGREEMENT, executed as of the 12th day of February, 1988, by the Mississippi State Port Authority at Gulfport, Mississippi, an agency of the State of Mississippi, herein represented by and through its Executive Director, William T. Duke, herein duly authorized by resolution adopted by said agency on the 9th day of February, 1988, certified copy of which is annexed hereto.

WITNESSES:

[Signature]
wg [Signature]

MISSISSIPPI STATE PORT
AUTHORITY AT GULFPORT
GULFPORT, MISSISSIPPI

By

[Signature]
William T. Duke
Executive Director

STATE OF MISSISSIPPI

COUNTY (PARISH) OF HARRISON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Mississippi, personally came and appeared William T. Duke, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said this 12th day of February 1988, as he was duly authorized to do, for the objects and purposes therein set forth.

Martha H. Fitzgerald
Notary Public in and for
the State of Mississippi

My commission expires 3-9-1992.

THIS AGREEMENT, executed as of the 9th day of February, 1988, by the Board of Commissioners of the Port of Beaumont Navigation District of Jefferson County, Texas, a body politic of the State of Texas, herein represented by and through its Port Director, Billy G. Masters, herein duly authorized by resolution adopted by said body politic on the 9th day of February, 1988, certified copy of which is annexed hereto.

WITNESSES:

McHendrick

Fry Jordan

STATE OF Texas

COUNTY (PARISH) OF Jefferson

Board of Commissioners of the
Port of Beaumont Navigation
District of Jefferson County,
Texas

By *Billy G. Masters*
Billy G. Masters
Port Director

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared Billy G. Masters, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said Port of Beaumont Navigation District, as he was duly authorized to do, for the objects and purposes therein set forth.

Augusta R. Claiborne
Notary Public in and for
the State of Texas

AUGUSTA R. CLAIBORNE

My commission expires 2-14-89.

THIS AGREEMENT, executed as of the 16TH day of FEBRUARY, 1988, by the the Port Commission of the Port of Houston Authority of Harris County, Texas, a governmental agency and body politic of the State of Texas, herein represented by and through its Executive Director, James D. Pugh, herein duly authorized by resolution adopted by said Port Commission on the 16TH day of FEBRUARY, 1988, certified copy of which is annexed hereto.

WITNESSES:

PORT COMMISSION OF THE
PORT OF HOUSTON AUTHORITY OF
HARRIS COUNTY, TEXAS

William Colburn
William Gay

By

James D. Pugh
James D. Pugh
Executive Director

STATE OF Texas
COUNTY (PARISH) OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared James D. Pugh, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said Port of Houston Authority, as he was duly authorized to do, for the objects and purposes therein set forth.

Jimmy L. Albert
Notary Public in and for
the State of Texas

My commission expires 6-27-88.

THIS AGREEMENT, executed as of the 24th day of May 1988, 1988, by the the Board of Trustees of the Galveston Wharves, herein represented by and through its General Manager-Port Director, Doug J. Marchand, herein duly authorized by resolution adopted by said Board of Trustees on the 24th day of May, 1988, certified copy of which is annexed hereto.

WITNESSES:

BOARD OF TRUSTEES OF THE
GALVESTON WHARVES

Michael J. Hulse
Judy Cortez

By

Doug J. Marchand
Doug J. Marchand
General Manager-Port Director

STATE OF Texas

COUNTY (PARISH) OF Galveston

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared Doug J. Marchand, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said Board of Trustees of the Galveston Wharves, as he was duly authorized to do, for the objects and purposes therein set forth.

Celeste Sheria
Notary Public in and for
the State of Texas

My commission expires 4-30-89.

THIS AGREEMENT, executed as of the 13th day of July, 1988, by the Board of Commissioners of the South Louisiana Port Commission, Laplace, Louisiana, a unit of local government of the State of Louisiana, herein represented by and through its Port Director, Richard J. Clements, herein duly authorized by resolution adopted by said Port Commission on the 13th day of July 1988, certified copy of which is annexed hereto.

WITNESSES:

Deborah Salito

Earl A. [Signature]

SOUTH LOUISIANA PORT COMMISSION
LAPLACE, LOUISIANA

By

Richard J. Clements
Richard J. Clements
Executive Director

STATE OF LOUISIANA
COUNTY (PARISH) OF ST. JOHN THE BAPTIST

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Louisiana, personally came and appeared Richard J. Clements, to me well known, signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said SOUTH LOUISIANA PORT COMMISSION as he was duly authorized to do, for the objects and purposes therein set forth.

John W. [Signature]
Notary Public in and for the
State of Louisiana

My commission expired at death.

THIS AGREEMENT, executed as of the 13th day of
June, 1988, by the Alabama State Docks De-
partment, Mobile, Alabama, an agency of the State of
Alabama, herein represented by and through its Port Di-
rector, John B. Dutton, herein duly authorized.

WITNESSES:

ALABAMA STATE DOCKS DEPARTMENT
MOBILE, ALABAMA

Larry R. Dutton

By

John B. Dutton
John B. Dutton
Port Director

STATE OF ALABAMA

COUNTY OF MOBILE

BEFORE ME, the undersigned authority, a Notary
Public in and for the State of Alabama, personally came
and appeared John B. Dutton, to me well known, who signed
the foregoing agreement entitled GULF SEAPORTS MARINE TER-
MINAL CONFERENCE in my presence and in the presence of the
subscribing Witnesses and who being duly sworn, did depose
and say that he signed the same as the free act deed of the
said Alabama State Docks Department, Port of Mobile, State
of Alabama, as he was duly authorized to do, for the objects
and purposes therein set forth.

Mary A. Hamilton
Notary Public in and for
the State of Alabama

My commission expires 3-27-90.

THIS AGREEMENT, executed as of the 9th day of June, 1988, by the Board of Navigation and Canal Commissions of the Brownsville Navigation District of Cameron County, Texas, a governmental agency and body politic of the State of Texas, herein represented by and through its Acting Port Director, Richard K. Berry, herein duly authorized by resolution adopted by said Commission on the 8th day of June, 1988, certified copy of which is annexed hereto.

WITNESSES:

James B. Beaman
John P. Langford

BOARD OF NAVIGATION AND CANAL
COMMISSIONERS OF THE BROWNSVILLE
NAVIGATION DISTRICT OF CAMERON

By Richard K. Berry
Richard K. Berry
Acting Port Director

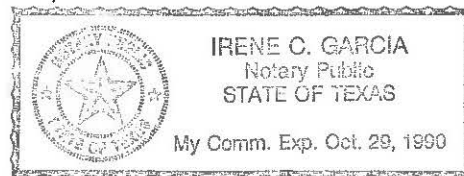
STATE OF Texas

COUNTY (PARISH) OF Cameron

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared Richard K. Berry, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said Brownsville Navigation District, as he was duly authorized to do, for the objects and purposes therein set forth.

Irene C. Garcia
Notary Public in and for the State
of Texas

My commission expires 10-29-90.



THIS AGREEMENT, executed as of the 10th day of February, 1988, by the Board of Commissioners of the Port of Port Arthur Navigation District of Jefferson County, Texas, a governmental agency and body politic of the State of Texas, herein represented by and through its Port Director, Ben Goldstein, herein duly authorized by resolution adopted by said Commission on the 10th day of February, 1988, certified copy of which is annexed hereto.

WITNESSES:

BOARD OF COMMISSIONERS OF THE
PORT OF PORT ARTHUR NAVIGATION
DISTRICT OF JEFFERSON COUNTY,
TEXAS

Zanora L. Jones

Letsy S. Davis

By

Ben Goldstein
Ben Goldstein
Port Director

STATE OF TEXAS

COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared Ben Goldstein, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said *
as he was duly authorized to do, for the objects and purposes therein set forth.

*Board of Commissioners of the Port of Port Arthur Navigation District of Jefferson County, Texas

Floyd Masgard
Notary Public in and for
the State of Texas

My commission expires 9-25-88.

THIS AGREEMENT, executed as of the 9th day of February, 1988, by the Board of Commissioners of the Tampa Port Authority of Hillsborough County, Florida, a body politic and corporate under and by virtue of the laws of the State of Florida, herein represented by and through its Port Director, Emmett C. Lee, Jr., herein duly authorized by resolution adopted by said Commission on the 9th day of February, 1988, certified copy of which is annexed hereto.

WITNESSES:

Susan Perdomo
Myrtle M. McGraw

BOARD OF COMMISSIONERS OF THE
TAMPA PORT AUTHORITY

By Emmett C. Lee, Jr.
Port Director

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Florida, personally came and appeared Emmett C. Lee, Jr., to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said TAMPA PORT AUTHORITY, as he was duly authorized to do, for the objects and purposes therein set forth.

Myrtle M. McGraw
Notary Public in and for the State
of FLORIDA

My commission expires

Notary Public, State of Florida
My Commission Expires Sept. 2, 1991
Bonded Thru Troy Farm Insurance Inc.

THIS AGREEMENT, executed as of the 9th day of June, 1988, by the Port of Pensacola, an agency of the City of Pensacola, Florida, under and by virtue of the laws of the State of Florida, herein represented by and through its Port Director, David A. Schaller, herein duly authorized by resolution adopted by said agency on the 9th day of June, 1988, certified copy of which is annexed hereto.

WITNESSES:

PORT OF PENSACOLA

Dwight E. March
Mary Bolentine

By David A. Schaller
David A. Schaller
Port Director

STATE OF FLORIDA
COUNTY (PARISH) OF ESCAMBIA

BEFORE ME, the undersigned authority, a Notary Public in and for the State of FLORIDA, personally came and appeared DAVID A. SCHALLER, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said PORT OF PENSACOLA, as he was duly authorized to do, for the objects and purposes therein set forth.

Kathleen A. Wentworth
Notary Public in and for
the State of FLORIDA

My commission expires NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAR. 15, 1991.
BOONED THRU NOTARY PUBLIC UNDERWRITERS

THIS AGREEMENT, executed as of the 7th day of March, 1988, by the Panama City Port Authority, an agency of the City of Panama City, Florida, under and by virtue of the laws of the State of Florida, herein represented by and through its Port Director, H. R. Etheredge, herein duly authorized by resolution adopted by said agency on the 7th day of March, 1988, certified copy of which is annexed hereto.

WITNESSES:

PANAMA CITY PORT AUTHORITY

Ram Walter

Delow L. Strickland

By

H. R. Etheredge
H. R. Etheredge
Port Director

STATE OF Florida

COUNTY (PARISH) OF Bay

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Florida, personally came and appeared H. R. Etheredge, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said Panama City Port Authority, as he was duly authorized to do, for the objects and purposes therein set forth.

T. L. Berry
Notary Public in and for
State of Florida

My Commission Expires Dec. 11, 1989
Bonded thru Troy Fain - Insurance Inc.

My commission expires

THIS AGREEMENT, executed as of the 23rd day of June, 1988, by the Brazos River Harbor Navigation District of Brazoria County, Texas, a governmental agency and body politic of the State of Texas, herein represented by and through its Port Director, A. J. Reixach, Jr., herein duly authorized by resolution adopted by said agency on the 23rd day of June, 1988, certified copy of which is annexed hereto.

WITNESSES:

BRAZOS RIVER HARBOR NAVIGATION
DISTRICT

Linda Mitchell

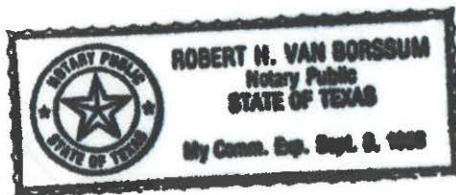
By: A. J. Reixach, Jr.
Port Director

Ben Backus

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared A. J. Reixach, Jr., to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said Brazos River Harbor Navigation District, as he was duly authorized to do, for the objects and purposes therein set forth.



Robert H. Van Borssum
Notary Public, State of Texas
Printed name:
My Commission Expires: 09/08/88

THIS AGREEMENT, executed as of the 14th day of June, 1988, by the Port of Corpus Christi Authority, a governmental agency and body politic of the State of Texas, herein represented by and through its Executive Director, Harry G. Plomarity, herein duly authorized by resolution adopted by said authority on the 14th day of June, 1988, certified copy of which is annexed hereto.

WITNESS:

Sherry L. Tower
Debbie Andrews

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY,
TEXAS

By: Harry G. Plomarity
Harry G. Plomarity
Executive Director

STATE OF TEXAS)(

COUNTY OF NUECES)(

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared Harry G. Plomarity, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said Port of Corpus Christi Authority of Nueces County, Texas, as he was duly authorized to do, for the objects and purposes herein set forth.

Donna S. Weiss
Notary Public and for the
State of Texas.
DONNA S. WEISS
Notary Public, in and for the State of Texas

My commission expires 12-14-1991